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7 Attorneys for Defendants  
PERPETUAL WINGS, LLC,  
8 Erroneously sued as PWI West  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12  
13

14 BRETT TRENIER,

15 Plaintiff,

16 vs.

17 PWI WEST, franchisee of BUFFALO  
WILD WINGS WORLD WIDE WINGS  
18 LLC,

19 Defendants.  
20  
21  
22

} Case No. EDCV-13-1867 JGB (OPx)

} **STIPULATED PROTECTIVE  
ORDER**

} Assigned to the Honorable Jesus G.  
Bernal

} Discovery Cut Off: October 6, 2014  
FPC Date: February 2, 2015  
Trial Date: February 17, 2015  
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1 WHEREAS, Plaintiff Brett Trenier (“Plaintiff”) and Defendant Perpetual  
2 Wings, LLC (“Defendant”) have demanded the production of documents from one  
3 another. Plaintiff and Defendant are collectively referred to as the “parties.”

4 WHEREAS, some of the documents requested contain private information,  
5 including private information about people who are not the parties to this lawsuit.  
6 This private information includes, but is not limited to, contact information, job  
7 history, and salary information;

8 WHEREAS, some of the documents requested contain trade secrets or other  
9 proprietary information of Defendant;

10 WHEREAS, in order to comply with their discovery obligations and promote  
11 the administration of justice, the Parties need to produce these documents so that the  
12 private and proprietary information mentioned above are not disclosed to the general  
13 public.

14 THEREFORE, subject to the approval of this Court, the parties hereby agree  
15 and stipulate to the entry of a Protective Order containing the following terms:

16 **1. Scope of Protective Order**

17 In connection with discovery proceedings in this lawsuit, the parties may  
18 designate any document as “confidential,” as well as any thing, material, testimony  
19 or other information derived therefrom, if the information is protected by the right of  
20 privacy under applicable law, or if the information is the proprietary information  
21 and/or trade secrets of any party or nonparty.

22 **2. Procedure for Designating Documents “Confidential”**

23 A party made designate a document as “confidential” by stamping or writing  
24 the word “CONFIDENTIAL” on each page of the document to be produced.

25 **3. Procedure for Designating Testimony “Confidential”**

26 Testimony taken at a deposition may be designated as confidential by making  
27 a statement to that effect at the deposition. Arrangements shall be made with the  
28 court reporter to separately bind and label the confidential portions of the transcript.

1                   **4. Disclosure of Confidential Information**

2                   The information encompassed by this Protective Order is considered  
3 Confidential. Unless the Court rules otherwise, such information shall not be  
4 disclosed to any person other than (a) the parties to this action; (b) counsel of record  
5 to the parties; (c) the staff of counsel to the parties employed during the pendency of  
6 this litigation; (d) experts retained by the parties for this litigation, but only to the  
7 extent that the person requires the information to form an opinion; (e) trial witnesses  
8 and court reporters in this action; (f) witnesses being deposed, but only so long as the  
9 disclosure is reasonably necessary for purposes of this litigation; and (g) the Court,  
10 Court personnel and jurors.

11                  Persons under subsections (d) and (f) who receive Confidential information  
12 will sign the acknowledgement listed as Attachment A, and affirm that he or she  
13 understands the information is confidential and that it cannot be disclosed to third  
14 persons.

15                   **5. Submission of Confidential Documents to the Court**

16                  In accordance with Local Rule 79-5.1, if any papers to be filed with the Court  
17 contain information and/or documents that have been designated as “Confidential,”  
18 the proposed filing (or a portion of that filing) shall be accompanied by an  
19 application to file the papers under seal; and the application shall be directed to the  
20 judge to whom the papers are directed. For motions, the parties shall publicly file a  
21 redacted version of the motion and supporting papers.

22                   **6. Handling of Confidential Documents at the Conclusion of the**  
23 **Litigation**

24                  Within 60 days after the conclusion of the lawsuit, the Party that initially  
25 marked a document as Confidential may request the return of the document from any  
26 other party. Within 30 days after receipt of such a request, the Party in possession of  
27 the Confidential document must return the document.  
28

1           **7. Challenging a Designation of a Document as Confidential**

2           Should any party object to the designation of a document or information as  
 3 Confidential, the parties shall promptly attempt to resolve the dispute informally. If  
 4 the dispute is not so resolved, the objecting party shall make an application to the  
 5 Court to resolve the dispute, and in such proceeding the party asserting  
 6 confidentiality shall have the burden of establishing the confidentiality of the  
 7 designated material. The material shall be in all respects treated as Confidential from  
 8 the time of original designation until the Court has determined the issue. Such  
 9 motion or application to the Court must be made in strict compliance with Local  
 10 Rules 37-1 and 37-2.

11           **8. Relation to other Court or Local Rules**

12           This Protective Order does not abrogate any Parties' duty to follow court rules  
 13 regarding the submission of confidential information to the court. Specifically, the  
 14 parties must comply with Local Rule 79-5 et seq. Furthermore, this Protective Order  
 15 does not change, amend, or circumvent any court rule or local rule.

16           **9. Other Provisions**

17           (a) The provisions of this Protective Order shall survive the final  
 18 termination of this action.

19           (b) Any material subject to this Protective Order, and which is  
 20 otherwise admissible, may be used at trial.

21           (c) Nothing contained in this Protective Order, nor any action taken  
 22 in compliance with it, shall operate as an admission or assertion by any witness or  
 23 person or entity that any particular document or information provided is or is not  
 24 admissible as part of the litigation of this action.

25           (d) Any party to this Protective Order may request the Court to grant  
 26 relief from any provision of this Protective Order.

1 (e) The Court may modify this Protective Order at any time for good  
2 cause, in the interest of justice, or on its own order at any time during these  
3 proceedings.

4 (f) Nothing herein constitutes or may be interpreted as a waiver by  
5 any party of the attorney-client privilege, attorney work product protection, or any  
6 other privilege.

7 (g) Nothing contained herein is intended or should be construed as  
8 authorizing a party in this action to disobey a lawful subpoena issued in another  
9 action.

10 DATED: May 28, 2014

11  
12 By: \_\_\_\_\_  
13 Brett Trenier  
14 Plaintiff in Pro Per


15 DATED: May 28, 2014

16 DAVIS WRIGHT TREMAINE LLP  
17 JOHN P. LeCRONE  
18 GIANCARLO UREY

19 By: \_\_\_\_\_  
20 Giancarlo Urey  
21 Attorneys for Defendants  
22 PERPETUAL WINGS, LLC,  
23 Erroneously sued as PWI West

24 IT IS SO ORDERED.

25 DATED: May 28, 2014

26   
27 HONORABLE OSWALD PARADA  
28 UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A**

I, \_\_\_\_\_ declare:

1. I understand that I may receive or see documents that are marked as Confidential and that are subject to a protective order. I agree to keep such documents confidential and not disclose their contents and I will not copy or use the Confidential documents except for purposes of the lawsuit designated as *Brett Trenier v. PWI West, franchisee of Buffalo Wild Wings World Wide Wings LLC*, Case No. EDCV-13-1867 JGB (OPx).

2. At the conclusion of the above-described lawsuit, I will return to counsel for each party all Confidential documents which I received in this lawsuit.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this document is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_.

\_\_\_\_\_  
(SIGN AND PRINT NAME)